

CATERPILLAR FINANCIAL SERVICES CORPORATION LONG-TERM RENTAL AGREEMENT

Dated as of 04/14/00

LESSOR: W. R. GRACE & CO. DBA
GRACE-DAVISON
ADDRESS: 213 KAOLIN ROAD
AIKEN, SC 29801

LESSOR: CATERPILLAR FINANCIAL SERVICES CORPORATION
ADDRESS: 1800 Parkway Place
Suite 100
Marietta, GA 30067

Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Unit(s)"), agrees to acquire and lease the Units to Lessee, and Lessee agrees to lease the Units from Lessor, subject to the terms and conditions below and on the reverse side:

Description of Unit(s)	Serial#	Monthly Rent	Purchase Price
(1) DMR Caterpillar TRACK-TYPE TRACTOR	70464639	\$211.00	160,435.20

Rent to be paid in advance (starts on Delivery Date) and every month thereafter.

Utilization Dates: MAY 31, 2000

Lease Term: 60 Months

Purchase Option: ☒ Cash Value (Section 14) ☐ Fair Market Value (Section 15) ☐ none is applicable to this Lease (check one)

Location of Unit(s): 213 KAOLIN ROAD
AIKEN, SC 29801 AIKEN

Depreciation Period: Lessor shall be entitled to depreciation deduction for each unit based on a recovery period of 0 years.

ADDITIONAL PROVISIONS:

RIDERS:
Construction Equipment Application Survey/Equip Return Rider

TERMS AND CONDITIONS OF LEASE

1. **LEASE TERM:** The Lease term for each Unit shall start on its Delivery Date (the date (a) Lessor executes this Lease, (b) Lessor takes title to the Unit, or (c) Lessee or its agent takes control or physical possession of the Unit, whichever is latest), provided the Delivery Date is on or before the utilization date stated above, and shall continue for the number of months stated above. If the Delivery Date is not on or before the utilization date, Lessee shall, at the option of Lessor, assume Lessor's obligations to purchase and pay for the Unit. Lessee shall execute and send Lessor's Delivery Supplement to Lessor promptly after delivery of a Unit.

2. **RENT:** Lessee shall pay to Lessor, at P.O. BOX 905561, CHARLOTTE NC 28290-5561 or such other location Lessor designates in writing, rent for each Unit as stated above starting (a) on its Delivery Date if the rent is to be paid in advance, or (b) one month (or other period as stated above) after its Delivery Date if the rent is to be paid in arrears. An amount equal to the first rent payment for each Unit must accompany this document when it is submitted to Lessor. If Lessor executes this document, the amount shall be the first rent payment. If Lessor does not execute this document, the amount shall be returned to Lessee. If Lessor does not receive a rent payment on the date it is due, Lessee shall pay to Lessor, on demand, a late payment charge equal to five percent (5%) of the rent payment not paid when due or the highest charge allowed by law, whichever is less.

3. **NO ABATEMENTS:** Lessee shall not be entitled to abatement or reduction of rent or offset against rent for any reason whatsoever. Except as otherwise provided, this Lease shall not terminate because of, nor shall the obligations of Lessor or Lessee be affected by, any defect in, damage to, destruction of, or loss of possession or use of a Unit; the attachment of any lien, security interest or other claim to a Unit; any interference with Lessee's use of a Unit; Lessee's insolvency or the commencement of any bankruptcy or similar proceeding by or against Lessee, or any other cause whatsoever.

4. **DISCLAIMER OF WARRANTIES:** Lessee acknowledges and agrees that Lessor is not the manufacturer of the Unit(s) and that Lessee has selected each Unit based on Lessor's own judgment without any reliance whatsoever on any statements or representations made by Lessor. AS BETWEEN LESSOR AND LESSEE, THIS UNIT(S) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. LESSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES AGAINST INFRINGEMENT OR THE LIKE. Lessor assigns to Lessee its interest in any of the manufacturer's warranties on the Unit(s).

5. **POSSESSION, USE AND MAINTENANCE:** Lessee shall not (a) use, operate, maintain or store a Unit improperly, carelessly, negligently or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon a Unit; (c) sublease a Unit, permit the use of a Unit by anyone other than Lessee, change the use of a Unit from that specified in the Application Survey/Equip Return Rider attached hereto or change the location of a Unit from that specified above, without the prior written consent of Lessor; or (d) create or allow to exist any lien, claim, security interest or encumbrance on any of its rights hereunder or a Unit. A Unit is and shall remain personal property regardless of its use or extent of attachment to realty. Lessor and its agent shall have the right (but not the obligation) to inspect a Unit and maintenance records relating to it, and observe its use. Lessee, at its expense, shall maintain each Unit in good operating order, repair and condition and shall perform maintenance as less or frequently as stated in any applicable operator's guide, service manual, or lubrication and maintenance guide. Lessee shall not alter any Unit or affix any accessory or equipment to it if doing so will impair its originally intended function or use or reduce its value. Lessee shall not make any "non-reversible" addition (as defined for federal income tax purposes) to a Unit without the prior written consent of Lessor. Any alteration or addition to a Unit shall be the responsibility of and at the sole risk of Lessee. If an Event of Default has occurred and is continuing, all parts, accessories and equipment affixed to a Unit shall become property of Lessor.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

Lessee: W. R. GRACE & CO. DBA
GRACE-DAVISON

Lessor: CATERPILLAR FINANCIAL SERVICES CORPORATION

By: [Signature]

By: [Signature]

Name (PRINT): ROBERT SORRENTINO

Name (PRINT): [Signature]

Title: VP & Gen. Specialty Business Affairs

Title: [Signature]

Date: 3/29/2000

Date: 04/14/00

PURCHASE AGREEMENT

This Purchase Agreement, dated as of 04/14/00, is between **BLANCHARD MACHINERY COMPANY** ("Vendor") and **Caterpillar Financial Services Corporation** ("Caterpillar"). Vendor agrees to sell to Caterpillar and Caterpillar agrees to buy from Vendor the equipment described below (the "Equipment"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>Freight</u>	<u>Total Price</u>
(1) D8R	Caterpillar TRACK-TYPE TRACTOR	7XM04639	323,000.00

Lessee:
W. R. GRACE & CO. DBA
GRACE-DAVISON
213 KAOLIN ROAD

AIKEN, SC 29801

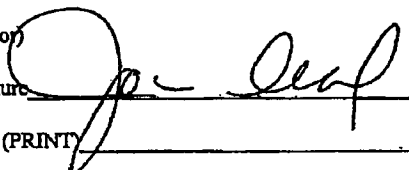
Subtotal	323,000.00
Tax	0.00
Total Purchase Price	323,000.00

Equipment Delivery Point:
213 KAOLIN ROAD
AIKEN, SC 29801 AIKEN

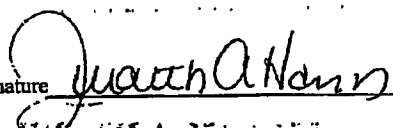
SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

The Dealer Reserve Account IS NOT applicable to this transaction.

BLANCHARD MACHINERY COMPANY

(Vendor)
 Signature 
 Name (PRINT) _____
 Title _____
 Date _____

Caterpillar Financial Services Corporation

Signature 
 Name (PRINT) _____
 Title **OPERATIONS MANAGER**
 Date 04/14/00

DELIVERY SUPPLEMENT

This pertains to the Lease, dated as of 04/14/00, between Caterpillar Financial Services Corporation as Lessor and W. R. GRACE & CO. DBA GRACE-DAVISON as Lessee.

This confirms that the Lessee physically received the following Unit(s) on the possession date below. As of the date of signature of this form, (i) the Unit(s) are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

Description of Unit(s)

(1) DBR
7XM04639

Caterpillar TRACK-TYPE TRACTOR

Location~~AIKEN, SC~~County: ~~AIKEN~~

ENOREE, SC

LAURENS

W. R. GRACE & CO. DBA
GRACE-DAVISON

Possession Date: _____

Signature

Name (PRINT)

ROBERT SORRENTINO

Title

VP. & GM. SPECIALTY BUILDING MAT'L'S

Date

3/29/2001